

MORTGAGE RECORD T
SKAMANIA COUNTY, WASHINGTON

501

JOHNSON-COX COMPANY, PRINTERS, TACOMA—42956

said land properly irrigated, cultivated, sprayed and cared for; not to commit or suffer waste of any kind whatsoever upon said premises; and not to use or permit the use of said premises for any unlawful or objectionable purpose;

Not to permit or suffer any tax, assessment, or other lien or encumbrance prior to the lien of this mortgage, to exist at any time against said premises;

To procure and deliver to the mortgagee before any interest or penalty on any tax or assessment shall begin to run or accrue, the official receipt of the proper officer showing payment thereof;

To complete all buildings in course of construction, or about to be constructed thereon, if any, within a reasonable time from the date hereof in accordance with any agreement heretofore made between the parties hereto;

To keep^{all} buildings in good repair and unceasingly insured against loss or damage by fire in manner and form and in such company or companies and in such amounts as shall be satisfactory to the mortgagee; to pay all premiums and charges on all such insurance when due; to deposit with the mortgagee all insurance policies whatsoever affecting the mortgaged premises, with receipts showing payment in full of all premiums and charges affecting said policies; and that all insurance whatsoever affecting the mortgaged premises shall be made payable, in case of loss, to the mortgagee, with mortgagee clause in favor of and satisfactory to the mortgagee. The mortgagee shall be entitled to receive the proceeds of any loss under any such policy, which, if not used in accordance with the rules and regulations of the Land Bank Commissioner for repair or reconstruction of the buildings damages or destroyed, may be applied by the mortgagee upon the indebtedness hereby secured in such manner as it shall elect.

If any of the mortgaged property shall be taken under right of eminent domain, the mortgagee shall be entitled to receive all compensation for the portion taken and damages to the remaining portion, to be applied by the mortgagee upon the indebtedness hereby secured in such manner as it shall elect.

Should the mortgagors be or become in default in any of the covenants or agreements herein contained, then the mortgagee (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same in whole or in part, and all expenditures made by the mortgagee in so doing shall draw interest at the rate of 8 per cent per annum, and all such expenditures shall be immediately repayable by the mortgagors without demand, and together with interest and costs, accruing thereon, shall be secured by this mortgage.

Time is material and of the essence hereof; and in case of breach of any of the covenants or agreements hereof, or if default be made in the payment of^{any of} the sums hereby secured, or if the whole or any portion of said loan shall be expended for purposes other than those specified in the original application therefor, except by the written permission of said mortgagee given before said expenditure is made, or if title to said premises or any part thereof shall be acquired by any subsequent owner who does not assume the payment of the indebtedness secured hereby and the performance of the covenants and agreements hereof, or if said land or any portion thereof shall be hereafter included in any special assessment district, then, in any such case, the balance of unpaid principal with accrued interest and all other indebtedness hereby secured, shall, at the election of the mortgagee become immediately due without notice, and this mortgage may be foreclosed; but the failure of the mortgagee to exercise such option in any one or more instances shall not be considered as a waiver or relinquishment of the